



WILLIAM A. BELL, SR.
MAYOR

CITY OF BIRMINGHAM

FINANCE DEPARTMENT

PURCHASING DIVISION

P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265
FAX (205) 254-2484

J. THOMAS BARNETT, JR.
FINANCE DIRECTOR

RON NICKEL
PURCHASING AGENT

WILLIAM E. CAFFEE
ASSISTANT PURCHASING AGENT

September 28, 2012

INVITATION TO BID #12-76

Sealed bids animal control and pound services for a period of three (3) years, for the City of Birmingham, will be received by the Purchasing Agent, Room P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., November 14, 2012, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid form via the internet at www.birminghamal.gov (Go to link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205)254-2265, fax (205)254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, bidder is responsible for checking the website for addenda until bid opening date, and mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided.

A certified check, a cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$500.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

The successful bidder will be required to furnish a \$100,000.00 Performance Bond and a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 on a surety company approved and duly authorized to do business in the State of Alabama.

A mandatory pre-bid conference and site survey to review and discuss the project will be held at 9:00 a.m., October 24, 2012, in the City Council Chambers, located 710 North 20th Street, 3rd Floor, City Hall, Birmingham, AL 35203.


The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, **"SEALED BID – ANIMAL CONTROL & POUND SERVICES – 2:00 p.m., 11-14-12."** Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. **(DO NOT MAIL BIDS TO ROOM P-100 FIRST FLOOR CITY HALL).** However, bids sent by express carrier (Federal Express, Airborne, UPS, etc.) must be mailed to 710 North 20th Street, Birmingham, AL 35203 and specify delivery to Room P-100 First Floor City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., November 14, 2012. Bids received after this time will not be considered.


W.E. Caffee, Assistant Purchasing Agent

aj
Attachment
B.N. 10-10-12

INTRODUCTION

The purpose of this Invitation to Bid (ITB) is to establish a contract with a qualified vendor that will provide the City of Birmingham, AL and Jefferson County, AL with experienced, professional “Animal Control and Pound Services” with a service oriented attitude.

GENERAL SPECIFICATIONS

1. **Scope of Services** - Animal Control and Pound Services required by this Invitation to Bid (ITB) shall be for unincorporated Jefferson County, and municipalities within Jefferson County with a population of 5,000 or less and the City of Birmingham only. The municipal boundaries are those as shown on the City’s Internet Site, www.birminghamal.gov under “online mapping”. On the home page, click on “Accept Disclaimer and Launch Map Viewer”, at Maps page click on “Political Boundaries.” A map showing the municipal boundaries of the city is displayed. A county map which shows all municipalities and unincorporated areas can be viewed on the County’s website <http://maps.jccal.org/publicgis/default.aspx>. Attached as Exhibit 4 you will find the latest census data where you can determine which cities have a population under 5,000 people. The vendor shall provide pound services only to those municipalities within Jefferson County with a population exceeding 5,000 people in accordance with §3A-7A-7 of the Alabama State Code. These services shall not include patrol or pick-up for any city except for the City of Birmingham. The vendor must keep an accurate record of the quarterly costs of providing pound services to those Jefferson County municipalities requesting it, so those costs may be billed by the County to those municipalities. These costs shall be submitted to the County department of revenue quarterly.

It is important to note that the bidder will be required to submit a bid based on both the City and County services being awarded as a lot to one bidder. All prices will be bid individually and separately – cost for City and cost for County. Bidder will invoice all charges due from the City to the City and charges due from the County to the County. Charges will be paid to the vendor for those services provided by the vendor by each entity separately.

As an alternate, vendor is asked to bid unit prices based on the City making an award for City services only without an award by the County, and pricing for the County making an award for County services without the City making an award.

If an award is made for both City and County services (lot award) and the County terminates services provided to the County, the City may continue the contract, but the unit prices would change from pricing based on a lot award for both City and County to City only service prices. Same is true should the City terminate services, County could continue contract but at unit prices bid for County only service volume. All scenarios are based on mutual agreement of both remaining parties.

Should the successful bidder be different than the current contractor, the County and City will allow for a reasonable transition period for the new contractor to move into the facility while the existing contractor moves out. This will allow time to purchase and receive any needed equipment, furniture and supplies for contract startup. The length of

the transition period will be based on the projected timeframe information provided with contractor's bid (Requested Vendor Information Section of the bid, pages 24-25), but should be approximately 90 days or less. There should be no loss of service during this transition period.

2. Facilities & Equipment - Vendor will be required to perform the contract requirements at the Animal Control Facility located at 6227 5th Avenue North, Birmingham, Alabama. This facility is owned by Jefferson County and the City of Birmingham and will be provided rent free. The vendor will not be allowed to provide Animal Control and Pound Services from this site and equipment from this site to any other County, City, other Governmental Agency or private entity other than Jefferson County and the City of Birmingham without written approval from Jefferson County and the City of Birmingham. The vendor will be responsible for payment of all utility services. Vendor will also be responsible for usual and ordinary maintenance of the building and grounds to include custodial services to the administrative, lobby, and bathroom areas, as well as keeping the kennels and all other areas in a clean and sanitary condition. Additionally, the vendor shall supply all furnishings, equipment and supplies normally required for a well run and sanitary Animal Control Facility including, but not limited to, furniture, communications equipment (including hand held radios), computers, fax machine, copier, office supplies, cleaning supplies, cat cages, animal capture equipment, animal food, water bowls, resting platforms, vehicles and medical supplies. Vendors may accept donated supplies, equipment, and/or services to offset operating cost. Donated supplies may include, but are not limited to: approved forms (with the exception of citations), educational and promotional materials, paper, toner, computer supplies, medicines, cleaning tools, detergents, disinfectants, uniforms and kennel garments, officer equipment (e.g. brief cases, first aid kits, flashlights, capture equipment), stretchers, approved animal feed and cat and dog traps.

3. Facility Repairs & Maintenance - During the term of the contract Jefferson County and the City of Birmingham will provide and directly pay for all capital building repairs and maintenance to including plumbing, roofing, etc.

4. Licensing - Vendor must be licensed to do business in the State of Alabama, Jefferson County, AL and the City of Birmingham, AL and any other licenses or permits that may be required by law or ordinance to perform any of the services required by the contract.

5. Contract Term - The award of a contract as a result of this ITB will be based on a three (3) year period with a non-appropriation of funds clause. If service requirements change due to Jefferson County or City of Birmingham population changes or for any other reasons during the contract period, the County and City reserve the right to negotiate with the vendor to accommodate any changes. Any contract, or changes thereto, that may arise as a result of this ITB and all financial obligations of the County and City pursuant to this contract are subject to prior approval by the City of Birmingham City Council and the Jefferson County Commission. Vendor shall not be entitled to any payment by the County or City under the contract for any period during which they have not provided animal control services.

6. Housing of Impounded Animals - Vendor must house impounded animals in accordance with the National Animal Control Association (NACA) Training Guide, chapter 14 to minimize the spread of diseases and provide a clean and healthy facility.

7. Impoundment of Animals - Vendor must provide and perform “Animal Control and Pound Services” inside the city limits of Birmingham, unincorporated Jefferson County, and municipalities within Jefferson County with a population of 5,000 or less in compliance with the contract, relevant City and County ordinances, the Rabies Control Act, Pet Protection Act, Euthanasia Act, Cruelty to Animals Act, Spay /Neuter Act, Running at Large Act and all other applicable laws, municipal ordinances and regulations. “Animal Control and Pound Services” for the City and County relating to dogs and cats shall include control, capture, quarantine and enforcement of all City and County animal control ordinances and State legislation.

8. Wound Incidents & Animal Cruelty - Vendor must provide immediate response to requests from the Jefferson County Health Department, Jefferson County Sheriff’s Department and City of Birmingham Police Department for animal contact wound incidents, for animal cruelty pickups, or other assessed threat situations. All such response activity provided by vendor during normal work hours (8:00 am – 5:00 pm) is considered part of monthly fee payment. Response services provided after normal work hours are to be billed on an hourly basis as bid for emergency services on the bid form.

9. Disposal of Animal Carcasses - Vendor must store animal carcasses in a freezer until they are properly disposed of. Disposal of animal carcasses will be provided by the City of Birmingham Department of Public Works.

10. Euthanasia - Vendor and the vendor’s staff veterinarian must have a protocol to determine when a sick or injured animal would be more humanely served by providing euthanasia as opposed to medical treatment during the impoundment period, and a protocol to document such decisions. In all cases the vendor must comply with the State of Alabama Euthanasia Act. Further, if the veterinarian for the vendor is unavailable during such a scenario, the vendor must obtain the services of an outside veterinarian for the purpose of consultation, treatment or euthanasia. Veterinarian(s) is/are to be on site weekdays and on call for same day provision of services.

11. Public Information & Educational Program - This program must be designed to reach all areas of the general public. Vendor must establish this program for public education and awareness on topics related to pet adoption, spay/neuter, care of pets, veterinarian needs of pets, rabies inoculations, and other such topics to be presented through various types of public communication, including the public schools, internet, radio and television. This program must also provide written material related to the overall welfare of animals, licensing, local and State laws and educating the public on being responsible pet owners. The vendor must make the public aware that there are healthy adoptable animals at the shelter in need of placement. The vendor must host a minimum of one adoption fair quarterly either on site or off site. The vendor will be responsible for all expenses incurred for marketing the adoption fair and the actual costs of the events.

12. **Contract Execution** - The full execution of a written contract will constitute a contract for the services as detailed in this document, and no vendor shall acquire any legal or equitable rights or privileges relative to the said services until full execution of the contract by the successful vendor, Jefferson County and the City of Birmingham has been completed. In the event a contract cannot be agreed upon and fully executed within 20 days of award notification to the lowest priced responsive, responsible vendor, the County and City may, at their sole discretion, terminate contract execution activities with vendor and seek appropriate legal remedies or commence contract execution activities with the next lowest responsive, responsible vendor, or terminate the bid process.

13. **Contract Funding** - Funding for the first year of the contract shall be contingent upon approval of an appropriation for this contract in the City of Birmingham and Jefferson County operating budgets. Subsequent years of the contract will be funded annually and will be subject to availability of funds at the City of Birmingham and Jefferson County. The vendor will be paid monthly payments for the previous month's services upon receipt of properly submitted monthly invoices.

14. **Limitation & Waiver of Damages** - The vendor, by signing their bid, agrees that it will not claim damages, for whatever reason, relating to the contract or in respect to the competitive bid process. The vendor also waives any claim for loss of profits if no agreement is made between the vendor, Jefferson County and the City of Birmingham.

15. **Bid Prices** - The vendor must perform all duties as described herein for the prices submitted on its bid form. Prices bid will remain firm for the three (3) year term of the contract. Prices submitted are to be in U. S. dollars, for the complete cost of all services as stated on the bid form and exclusive of all State, County and City taxes. No price changes or additional charges will be allowed during the three (3) year term of the contract, except as addressed in this document, unless any modifications or revisions of the duties to be performed are negotiated and approved in writing by Jefferson County and the City of Birmingham.

16. **Subcontracting** - Vendor must clearly identify any subcontractor(s) that will be assisting the vendor in any way in fulfilling its obligations as animal control vendor for Jefferson County and the City of Birmingham. For each subcontractor the vendor intends to use, the vendor must provide the name, address, contact person, phone number(s) and the service to be provided to the vendor on the attached **Schedule B**. Subcontracting to any firm or individual with current or past business affiliation or other interests which may, in the County's and City's opinion, give rise to a conflict of interest in connection with this service, will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this ITB. The County and City reserve the right to accept or reject any subcontractor(s) listed on **Schedule B**.

17. **Liability for Errors** - While the County and City have used considerable efforts to ensure an accurate representation of information in this ITB, the information contained in this ITB is supplied solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the County and City, nor is it necessarily comprehensive or exhaustive. Nothing in this ITB is intended to relieve vendors from

abiding by all applicable animal control laws, rules, regulations, ordinances, etc that exist with respect to the specifications addressed in this ITB.

18. Agreement with Contract Terms - By submitting a bid the vendor agrees to all the specifications of this ITB and terms and conditions of the sample contract which is attached as Exhibit 1. Vendors who have obtained the ITB and sample contract electronically must not alter any portion of the sample contract, with the exception of adding the information requested. To do so will invalidate your bid.

19. Ordinances & State Legislation - The contract resulting from this ITB will be governed by and will be construed and interpreted in accordance with the laws of the State of Alabama and the ordinances of the City of Birmingham and Jefferson County. The vendor must give all the notices and obtain all the licenses and permits required to perform the work. The vendor must comply with all the municipal ordinances and State legislation listed below:

A. City of Birmingham Related Ordinances:

- (1) Dogs Running at Large GCC 6-1-14
- (2) Animals and Fowl GCC6-1-1 through 73

B. Jefferson County Related Ordinances:

C. State of Alabama Legislation:

- (1) Cruelty to Animals §13-11-14
- (2) Rabies Control Act §3-7A-1, et seq
- (3) Pet Protection Act §13a-11-240 to 242
- (4) Euthanasia of Animals Sec. 34-29-130 to 135
- (5) Spay/Neuter Sterilization of Dogs and Cats Sec. 3-9-1 to 4
- (6) Administrative Code r. 930-x-1.35, r.930-x-1-.36, r.930-x-1-.38

D. In addition to the ordinances and legislation stated above, the vendor will have to comply with and be mindful of the following:

- (1) The Federal Occupational Health and Safety Act, as amended;
- (2) The State Worker's Compensation Act;
- (3) The State Open Records Act;
- (4) The Alabama Immigration Act HB 56, as amended.
- (5) Unemployment Compensation Act

20. Liability Insurance: For the duration of this contract and for limits not less than stated below, the Vendor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$2,000,000.00 combined single limit and aggregate for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Vendor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's Compensation coverage in an amount adequate to

comply with the statutory requirements. The City's bid number (12-76) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Vendor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Vendor herein.

County/City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the County, City, and their officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Vendor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the County/City to vicarious liability, but shall allow coverage for the County/City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the County/City.

Waiver of Subrogation: Vendor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the County/City, and its officers, employees, agents, contractors and subcontractors. Further, Vendor hereby waives any rights of subrogation against the County/City. All general or automotive liability coverage provided herein shall not prohibit the Vendor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Vendor shall provide the County/City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the County/City. In the event that the County/City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Vendor, the Vendor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the County/City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

21. **Indemnification:**

(A) Claims by Contractor Representative Arising from use of Shelter.

Contractor agrees to defend, indemnify, hold harmless, and release the City and County, and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to, result from, or are attributable to any conditions on, in or about the Shelter, or any other sites or properties of any Awarding Authority that any Contractor Representative may enter or encounter in performing its Services. The obligation under this provision includes Claims by third parties that are allegedly caused in whole or part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the gross negligence or willful misconduct of the Indemnitees.

(B) Claims by Parties other than Contractor Representatives. Contractor agrees to defend, indemnify, hold harmless, and release the Indemnitees from and against from and against all Claims by any third parties (excluding any Contractor Representative) that arise out of, relate to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provided that Contractor's indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of any Indemnatee; provided, nothing herein shall obligate Contractor to indemnify and of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

22. **Safety:** The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and

orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

23. **Contract Administrators** - Contract Administrators, one for the City and one for the County, will be appointed by the respective body and assigned to oversee the awarded contract and may act in conjunction with the City's Purchasing Agent as a liaison between the two parties handling, among other things, any disputes that may arise or any complaints from the public, City staff or County staff regarding the operations or obligations of the vendor. In addition, the vendor will be expected to name a Project Manager. The vendor's Project Manager will be responsible for providing scheduled status reports to the City and County Contract Administrators or designees.

24. **Software** - It is the responsibility of the vendor to ensure the County and City has access/rights to use any software that may be supplied/used by the vendor during the term of this contract.

25. **Intellectual Property Right** - All intellectual property, including patents, trademarks, specifications, reports, surveys, documents, and work products prepared pursuant to this contract, shall become the property of the City and County upon completion of services or termination of this contract. Vendor shall deliver all such products to the City and County upon written request from the City and County. City and County may use, reuse or otherwise utilize such products without restriction.

26. **Records** - As the County's and City's service provider, the vendor will be required to maintain their records and access thereto in accordance with the State Open Records Act.

27. **Health & Safety** - All work performed under this contract must be carried out in accordance with the terms and conditions of the Federal Occupational Health & Safety Administration (OSHA). The County and City reserve the right to inspect any health and safety records from the appropriate State department(s) or federal OSHA agencies and may obtain records and use such records in any submission of records filed with any appropriate agency.

28. **County/City Not Employer** - The vendor shall be considered as an independent contractor, not as a partner or agent of the County or City. Neither the County nor the City are to be understood as the employer to any vendor, its personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this ITB.

29. **Workplace Safety & Insurance Board Requirements** - The vendor must be and remain in good standing with all the provisions of the Department of Industrial Relations relating to Alabama's Workers' Compensation Act at all times during the term of this contract. The vendor must provide all records maintained in compliance with the State law and shall provide a copy to the County and City at no cost upon request by the County and/or City.

30. **Liability** - The vendor shall ensure its staff and all who shall be performing any service in accordance with the contract on County/City property, shall perform such service in a safe and responsible manner. Any damage or destruction to the County's/City's property, materials, equipment, environment and any other items that are determined by the County's/City's representative(s) to have been caused by the said vendor or by the vendor's staff, shall be repaired or replaced by vendor within 30 days after receipt of written notice from the County/City. Vendor shall be responsible for the full cost of the damage or destruction. If the said damage is not repaired or replaced within 30 days, the County/City, at their option, may make such repairs and withhold from the vendor's payment an amount equal to the cost of the repairs. The total amount of such monetary compensation shall be deducted by the city from the invoice(s) received from the vendor for services provided. Where such monetary amounts may exceed the total value of the contract award, the County and City shall seek remedy through the vendor's insurance provider or by any other means the County and City deem to be in the best interest of the County and City.

31. **Resolving Disputes and Complaints** - In the event of a dispute or complaint between the vendor, County and City, the following complaint and dispute resolution steps shall be followed. In each step the County and City shall keep the resolution process fair and transparent to all concerned. Upon receipt of a written dispute claim or complaint, the City's Contract Administrator or designee along with the County's Contract Administrator or designee shall request a meeting with all persons named in the complaint or dispute claim along with the City's Purchasing Agent to discuss the particulars of the complaint or dispute claim. The City's Contract Administrator or designee shall chair such meeting and appoint a meeting recorder to record all pertinent conversations. If the complaint or dispute claim can be resolved at this meeting, a written report of such resolution must be sent by the City's Contract Administrator or designate to all who were in attendance at the meeting. In all cases where written responses or records are made in this process, a certified copy of such written documents shall be filed in the City's official contract file for contract relations between the City, County and the vendor.

32. **Contract Early Termination** - Notwithstanding, this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

(A) *Termination for Cause*: If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure the deficiency (a "Default") within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the Awarding Authority shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effectively immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

(B) *Termination by City Without Cause:* Effective one (1) year after the Effective Date, the City may terminate this Agreement for its convenience by providing all parties written notice of the City's intent to terminate at least ninety (90) days before the intended termination date (a "City Termination-for-Convenience Notice"). If the City sends a City Termination-for-Convenience Notice, Contractor agrees that, within thirty (30) days of that Notice, it will provide notice to the City and County stating whether it either will (1) terminate the Agreement in its entirety and cease providing all Services within the City and within the unincorporated part of Jefferson County on the effective date of the early termination by the City, or (2) elect to continue providing services for the County in the unincorporated part of Jefferson County pursuant to the terms of this Agreement that pertain to Services for the County, but cease performing Services for the City within its corporate limits;

(C) *Termination by County Without Cause:* Effective one (1) year after the Effective Date, the County may terminate this Agreement for its convenience without any penalty to the County or City by providing all parties written notice of the County's intent to terminate at least ninety (90) days before the intended termination date (a "County Termination-for-Convenience Notice"). If the County sends a County Termination-for-Convenience Notice, Contractor agrees that, within thirty (30) days of that Notice, it will provide notice to the City and County stating whether it either will (1) terminate the Agreement in its entirety and cease providing all Services within the City and within the unincorporated part of Jefferson County on the effective date of the early termination by the County, or (2) elect to continue providing services for the City in its corporate limits pursuant to the terms of this Agreement that pertain to Services for the City, but cease performing Services for the County within its unincorporated portions of Jefferson County;

(D) *Termination by Contractor for Convenience:* Effective one (1) year after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the County or City by providing all parties written notice of the Contractor's intent to terminate at least six (6) months before the intended termination date (a "Contractor Termination-for-Convenience Notice"); or

(E) *Termination for Non-Appropriation:* Contractor acknowledges that payment for its Services is contingent on and subject to the appropriation of future funding by the governing body(ies) of Awarding Authority. If a governing body(ies) of an Awarding Authority does not appropriate sufficient funds for the payments contemplated during the entire Term, the Awarding Authority whose governing body(ies) so fails to appropriate future funding may terminate this Agreement effective immediately on notice to Contractor without penalty to the non-appropriating Authority, and the non-appropriating Authority shall not be obligated to make payments to the Contractor under this Agreement beyond those which have previously been appropriated. In the event of such termination for non-appropriation by only one Awarding Authority, Contractor, within fifteen (15) days of receipt of notice to termination for non-appropriation, shall provide notice to the Awarding Authority that has appropriated funding stating whether

Contractor either will (1) terminate the Agreement in its entirety and cease providing all Services under this Agreement, or (2) elect to continue providing Services for the appropriating Authority in its geographic territory pursuant to the terms of this Agreement.

Under the expiration or early termination of this Agreement for any reason, the following understandings apply: (i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the Authority to pay for Services and indemnity obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the Awarding Authority as provided in Section 4 of the proposed sample contract, Exhibit 1.

33. Assignment of Contract - Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsible bidder.

34. Non-Discrimination - Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

35. Disadvantaged Business Enterprise Participation - Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

36. Successful bidder acknowledges and agrees that the County/City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the County/City from the successful bidder.

37. The County/City must have a copy of the successful bidder's current County/City business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

38. Any successful bidder who is not currently set up as a vendor in the County/City vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

39. **Invoice and Payment** - Invoices are to be submitted within the first five (5) working days of the month for services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard base monthly fee (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.

40. **Bid Requirements:**

- (A) Bids must be submitted on the blank Bid Form that is provided.
- (B) Bids must be complete and specific.
- (C) **Bids must be free of alterations and erasures.**
- (D) Bids must be properly signed by the bidder or by a legally authorized officer or agent of the bidder.
- (E) Bid must be accompanied by a bid bond, cashier's check or certified check, in the amount of \$500.00. A performance bond in the amount of \$100,000.00, a Labor and Material Payment Bond in the amount of \$50,000.00, and a certificate of insurance will be required within ten (10) days of Notice of Intent to Award. Company(s) issuing bonds and insurance policy(s) shall have a rating of B+ or better according to the most recent edition of Best's Insurance Report and be licensed to do business in the State of Alabama. Bonds and insurance must remain current and in effect for the duration of the contract.
- (F) The bid must be enclosed in a sealed envelope marked "SEALED BID – CITY OF BIRMINGHAM ANIMAL CONTROL AND POUND SERVICES". The bid date and time of bid opening must also be shown on the envelope containing your bid.
- (G) The bidder shall complete **Schedules A thru D** noted herein and attach those completed schedules to the enclosed Bid Form.

DETAILED SPECIFICATIONS

1. Vendor must investigate all complaints received from Jefferson County and the City of Birmingham and any County or City residents regarding stray animals, animals running at large or other infractions under the ordinances of the City of Birmingham and Jefferson County and State legislation as previously stated.
2. Vendor must provide and maintain a minimum of 20 cat and 3 dog humane traps to persons residing within the area of operations for the purpose of assisting in the capture of nuisance animals on private property.
3. Vendor must remove, impound, euthanize or otherwise dispose of domestic animals caught in humane traps in accordance with the discretion and powers conferred by the relevant municipal ordinances and State statutes.
4. Vendor must remove, impound, euthanize or otherwise dispose of domestic animals not caught in humane traps, but otherwise confined or captured on private property, in accordance with the discretion and powers conferred by the relevant municipal ordinances and State statutes.
5. The vendor must keep animals which are caught until such a time as the animals are reclaimed by their owners, adopted or disposed of in accordance with municipal ordinances and State laws. The Animal Control Facility must be maintained at least to the NACA standards. A customer service presence within the municipal boundaries of the City of Birmingham is encouraged.
6. Notwithstanding anything contained herein to the contrary, no dog shall be released by the vendor without proof of rabies inoculation as required by State law. The vendor must also provide for sterilization (spay/neuter) of all dogs or cats prior to adoption from the Animal Control Facility in compliance with the requirements of Alabama Code 1975, Sec. 3-9-2.
7. The County and City reserve the right to direct the vendor to specific areas to patrol because of an on-going problem. The County's and City's Contract Administrators shall have the authority to identify any on-going problem area and authorize patrols for those specific areas.
8. All monies collected by the vendor denoted with an asterisk on the fee schedule, shall be the property of Jefferson County and the City of Birmingham and must be equal to an amount as set out in the fee schedule established by the County as amended, (Exhibit 2). Any monies collected by vendor not denoted with an asterisk may be retained by the vendor.
9. The pound operations must be staffed and open to the public each weekday, Monday thru Friday from 10:00 a.m. to 4:30 p.m., and on Saturday from 9:00 a.m. to 11:30 a.m. including holidays, except for Thanksgiving Day and Christmas Day.

10. The office hours shall be at least 8:00 a.m. – 5:00 p.m., Monday – Friday and 8:00 a.m. – 12:00 noon Saturday, including holidays except for Thanksgiving Day and Christmas Day. However, a professional answering service must be engaged for all hours the office and pound operations are closed. One officer shall be on call and available to work during off hours on weekdays, weekends and holidays except for Thanksgiving Day and Christmas Day.

11. Street patrols shall be conducted generally at the discretion of the vendor. However, a minimum of one sweep of each of the four (4) Public Works quadrants (Exhibit 3), which comprises the entire city limits of the City of Birmingham, must be conducted each day, Monday thru Friday, between the hours of 8:00 a.m. and 9:00 p.m.

A sweep is defined as a patrol of populated areas (residential or business areas) where vendor has received consistent complaints and has been unable to resolve the problem by normal service response. Quadrants or areas where repetitive complaints do not exist do not require a daily sweep. Sweeps shall last 2 hours/day per quadrant or 8 hours total per day. Should some quadrants not require a daily sweep due to lack of complaints, vendor may spend more time in quadrants of high complaints, but at least 8 hours total/day.

As an alternate, vendor is asked to bid a price inclusive of all services specified with the exception of the daily sweeps. Daily sweeps are deleted from the bid, but vendor is to bid an hourly rate to perform patrols in high complaint areas on a requested/authorized basis. Hourly rate will include labor, equipment, fuel, supplies and all cost related to the service to be provided. Vendor will advise the City's Contract Administrator when an area becomes a high complaint area or the Contract Administrator may contact the vendor based on information made available to him. City's Contract Administrator will make the decision to authorize a sweep/patrol of the area, will establish the number of hours and days the sweep will last, and ensure funding is available for the authorized service.

12. The vendor must provide and maintain equipment necessary to read and identify animals which have a locator or implanted chip containing information as to the owner of the animal.

13. An injured animal caught running at large that requires veterinarian services will receive humane medical care as soon as reasonably practicable under the circumstances. The County and City may place limitations on the cost of such services per animal, if necessary.

14. Qualified employees of the vendor may, on occasion, be required to assist in prosecutions by the City Municipal Court or Jefferson County District or Circuit Courts, as applicable, and may be required to give testimony in court cases for infractions of municipal ordinances and State misdemeanors or felonies relating to animal care and control issues including, but not limited to, rabies violations, running at large, poop and scoop, animal abuse and/or cruelty etc.

15. Emergency Services:

A. The vendor must provide emergency services at any time, on any day that emergency services are required. Emergency services must include assistance to any public agency (police, health, state, municipal), or any member of the public regarding the safety of any animal, or regarding the safety of any member of the public who is at risk of harm, real or reasonably understood to be caused by an animal. Service provided during normal business hours (8:00 a.m. – 5:00 p.m., Monday – Friday and 8:00 a.m. – 12:00 noon Saturday, including holidays except for Thanksgiving Day and Christmas Day) are considered covered under the standard monthly fee payment. Service provided after normal business hours are to be billed separately on an hourly rate basis which will include truck, driver, equipment, fuel and any/all other items of expense required for the service.

B. Emergency services include, but are not limited to, removing, impounding, euthanizing or otherwise disposing of animals, which are injured or are in immediate danger of injury or death, or which pose a real or reasonably understood risk of harm to a member of the public.

C. The vendor must respond and be at the location of any emergency, as defined above, within a maximum of 45 minutes after receiving a call for assistance from any public agency (police, health, state, municipal), or any member of the public. The vendor must also advise the caller with an estimated time of arrival at the location of the emergency.

D. In the event the vendor fails to respond to an emergency call and another service provider has to be retained, the cost of retaining this alternate service provider shall be deducted from the monthly service fee paid by the County and City to the vendor.

16. A meeting between the County's and City's Contract Administrators and other staff, as necessary, and a representative of the vendor must be arranged immediately following the execution of any contract as a result of this ITB. Regularly scheduled monthly meetings shall be mandatory along with any other meetings that shall be deemed necessary by the County's and City's Contract Administrators.

17. All staff of the vendor who shall in any way be involved in the Animal Control Facility activities, as described herein, must attend mandatory customer service training.

18. The vendor must obtain the services of at least one (1) veterinarian licensed by the State of Alabama who must be provided space at the Animal Control Facility to treat animals under the control of vendor. The veterinarian must be responsible for supervising vaccinations, evaluating potential adoptability, and supervising the euthanasia of animals, when necessary. The veterinarian must direct and monitor the care of injured and/or sick animals, and control drug supplies. The veterinarian must provide scheduled and necessary veterinary care and oversight of animals in the facility for a minimum of 15 hours per week, at least five (5) days per week, and at additional non-scheduled times as required by the vendor. On days where a veterinarian is not on site to perform animal

care services, a licensed or certified animal health or veterinary technician must be present, with the exception of approved Animal Control Facility holidays. Sick or injured animals must be taken off site to subcontracted veterinary clinics for immediate treatment when necessary. In cases of injured animals, the vendor must, by phone within 24 hours, attempt to identify and notify the owner of the injured animal and inform the owner of the need for veterinary care. If phone contact can't be made and an address within the City or County is known, the vendor must mail or post a written notification of the animal in custody to the last known address within the 24 hours. (The vendor is required to treat any injured animal brought to the facility if the animal is identified as to its owner). Whether or not the owner is known, the vendor must provide those veterinarian services necessary to stabilize the animal and which are rendered as set forth in written agreements with the veterinarians or clinics which treat injured animals brought in by vendor's employees. Arrangements must be made with other licensed veterinarians for after-hours and emergency treatment of animals and consultation with Animal Control Facility staff when the regular veterinarian is not available. These services will be considered "subcontracted services" under the contract. The vendor must be responsible for, and include the cost of, these services in its bid prices. All subcontracted services, including veterinarian services, must be in writing and approved by the County and City Contract Administrators.

19. In collaboration with the City and County, the vendor must develop and implement a disaster preparedness plan for the Animal Control Facility to include the following in the event of a disaster: phone/radio contact and protocol, animal evacuation and care, and alternate paperwork processes during computer down time. Once a comprehensive animal sheltering plan is in place, the vendor will be required to assume responsibility for animal shelters activated during a disaster and the care of animals sheltered therein on a cost reimbursable basis. The vendor will be reimbursed for actual costs incurred that can be verified by the Contract Administrators. The Vendor must coordinate the disaster preparedness plan with the Jefferson County Emergency Management Agency.

20. The principal activity at the Animal Control Facility must be the proper care of animals taken in as a result of impoundment, owner release, protective custody, quarantine, and other reasons within the city limits of the City of Birmingham, the unincorporated areas of Jefferson County, and municipalities within Jefferson County with a population of 5,000 or less. The vendor must have comprehensive written policies and procedures manuals established for proper care and handling of animals. Proper care includes, but is not limited to, appropriate and sanitary food and water, regular cleaning of kennels and cages, kind handling, veterinarian care and/or medication that will alleviate animal suffering as determined by the veterinarian, and a rabies vaccination schedule approved in writing by the County and City. Any rabies vaccine given to an animal will be charged to the animal's owner according to the fee schedule, as amended as approved by the County and City (Exhibit 2), unless the owner of the animal has proof that the animal is current on the particular vaccine given. The County and City Contract Administrators may further specify and reasonably require revisions to the animal care standards that must be incorporated by the vendor into its manuals of policies and procedures. Animals shall be kept at the Animal Control Facility at least as long as prescribed by municipal ordinances and State law.

21. Housing and Maintenance:

A. Space made available to house animals must be maintained in a safe and healthful manner, free of standing water, accumulated waste and debris at all times including closed days and holidays. The Animal Control Facility must be covered by pest control services

B. Animals must be placed in separate holding areas during cleaning to prevent exposure to water and disinfectant

C. In order to reduce stress and minimize disease transmission, animals should be separated as outlined below:

- (1) Dogs from cats
- (2) Sick, injured, biting, fighting, and long term animals from healthy animals
- (3) Puppies and kittens from adult animals unless with mother
- (4) Males from females
- (5) Aggressive animals from all others
- (6) Pregnant mothers from all others
- (7) Nursing mothers and their young from all others
- (8) Large dogs from small dogs

D. Specific housing requirements for dogs:

- (1) Dogs confined in cages or kennels should have room to stand, lie down, turn around and sit normally
- (2) Dogs housed together must be socially compatible. The appropriate number of dogs in shared kennels must be determined by the Impound Officer
- (3) Resting boards or blankets, or other device(s) to separate the animals from the concrete floor must be provided

22. Feeding and Maintenance:

A. Adequate food means animals are fed nutritious, uncontaminated food of sufficient quantity to meet the daily requirements for their age, condition and size. Animal feeding schedules must be maintained during closed days and holidays. If more than one animal is fed at one time or in one place, it shall be the responsibility of the Impound Officer to ensure that each animal receives enough food

B. Puppies and kittens shall be fed at least twice a day

C. Dry food should be moistened for puppies

D. Cats and kittens shall be fed dry or canned cat food. Very young kittens (under 12 weeks) should be fed canned food unless they are observed to be able to eat dry food

E. All food receptacles and dishes must be cleaned daily (always before a new animal is put into a cage or run). Food and water containers must be easily cleanable and made of durable materials

F. Exceptions to the above shall be determined by the staff Veterinarian

23. Heating and Cooling:

A. Appropriate heating, cooling, and humidity control must be provided for the comfort of the animals

B. A means of providing adequate ventilation must be provided with either exhaust fans, open windows, or protected door openings in all areas where animals are kept

24. Drainage:

A. Drainage for each run must be free flowing to prevent cross contamination of other runs. Animals are to be promptly removed from kennels with clogged drainage

B. Drain covers in kennels must be removed only when cleaning. Drains must be designed to prevent injury to animals

25. Disease Control, Maintenance and Destruction:

A. The Impound Officer must practice all reasonable physical, preventive medical and sanitary means to prevent spread of disease.

B. All incoming animals must be reasonably assessed for signs of disease or disorder. Any animal suspected of having a contagious or infectious disease must be separated from other animals in such a manner as to minimize spreading of such disease.

C. All kennels, pens, cages, and runs must be cleaned and disinfected everyday to minimize spread of diseases. Each enclosure must be cleaned and disinfected before a new animal enters.

D. The Impound Officer and veterinarian must coordinate additional emergency veterinary care for after-hours emergencies and for care and diagnostics that cannot be performed at the Animal Control Facility. When the Impound Officer in consultation with the veterinarian has determined, with reasonable certainty, that an animal has no quality of life left or the cost to rehabilitate the animal would be extreme, the Impound Officer must immediately humanely euthanize any

unhealthy or injured animal for humane reasons to prevent unreasonable suffering or spread of disease.

26. Euthanasia:

A. The Impound Officer must ensure that animals are provided with the most humane death possible when euthanasia is necessary. The technique should be painless and rapid with unconsciousness followed by cardiac or respiratory arrest, and ultimately death.

B. Vendor must have a humane euthanasia protocol approved by the County and City. Euthanasia must be performed by a licensed veterinarian or a certified euthanasia staff member who is trained in the proper and humane methods of euthanasia in compliance with Ala. Code §34-29-130 to 134 and recommended by NACA along with any new State law requirements. These methods include the use of sodium pentobarbital by:

- (1) Intravenous injection by hypodermic needle
- (2) Intraperitoneal injection by hypodermic needle or neonates on very small animals
- (3) Intracardial injection by hypodermic needle on sedated or unconscious animals

C. In case of extraordinary circumstances where a dog or cat pose undue risk or danger to the veterinarian or staff members performing euthanasia, the animals may be tranquilized prior to euthanasia.

D. The Impound Officer must have on file documentation showing staff members that are certified or trained to perform euthanasia as well as the training they received.

E. As necessary, there must be two people involved in the euthanasia process; one to restrain and control the animal and one to inject.

F. After each animal is euthanized, it must be thoroughly checked to ensure vital signs have stopped.

27. Vendor must implement a comprehensive adoption program. No animal remains may be sold or given away by the Animal Control Facility. Animals may only be adopted as pets by qualified applicants. In the case of a transfer to a non-profit humane society or responsible Alabama animal adoption society, all rules of adoption still apply to ensure responsible pet ownership, but no fee shall be charged. Vendor must have criteria for selection of adoptable animals and criteria for what makes an applicant qualified. Adoption fee will be as stated on the standard fee schedule. (Exhibit 2)

28. Vendor is required to obtain and operate all vehicles at its own expense. As a minimum, vendor should have caged bodied trucks with ½ ton cab & chassis or heavier with a minimum of six (6) compartments, strobe beacon light, compartment safety doors,

extended side mirrors and forced air ventilation approved by the County and City, suitable for patrol and safe animal transport. The current contractor currently operates six (6) such vehicles (4 to service the city and 2 to service the county) and one stake body, flat bed truck. These animal control vehicles must provide animals with safety, security, protection from the weather, and adequate ventilation. All of the vehicles must be in safe, professional condition. Animal control personnel must be able to communicate with other enforcement agencies and personnel such as the Birmingham Police Department, Birmingham Fire Department, Public Works Code Enforcement, Jefferson County Health Department Code Enforcement and Emergency Management Agency personnel. Vendor must have a sufficient number of additional animal control vehicles in order to maintain the required level of services required. No animal shall be left in parked trucks in the summer. No animal shall be kept in a vehicle for more than four (4) hours.

29. In accordance with the format required by the County and City Contract Administrators, the vendor must provide an annual report of the numbers and characteristics for the items listed below on forms and computer media approved by the County and City Contract Administrators. The annual report must be submitted to the County and City Contract Administrators by the 15th day of each year after the anniversary date of the contract and must include the following:

- A. Requests for service and responses
- B. Written dispatch logs
- C. Investigation reports
- D. Animal bite cases
- E. Animal intake and history at the Animal Control Center
- F. Disposition of all animals, including adoption, redemption, euthanasia
- G. Spay/neuter documentation
- H. Medical treatment administered
- I. Rabies vaccination certificates
- J. Fees collected and deposited
- K. Correspondence with Jefferson County Department of Health
- L. Personnel training certificates and records together with staff qualifications and experience
- M. Hearings/ Court decisions/records
- N. Complaints
- O. Refund Requests
- P. Officer Logs
- Q. Veterinarian hours/days worked

30. In accordance with the format required by the County and City Contract Administrators, the vendor must provide monthly, and year-to-date, reports of the numbers and characteristics for the items listed below. Monthly reports must be submitted to the County and City Contract Administrators by the 15th day of each month and must include the following:

- A. Requests for service response times by category
- B. Bites
- C. Animals taken in by species and by category (dog, cat, live, etc.)

- D. Fees collected by category, refunds of spay/neuter and rabies deposits
- E. Patrol miles driven
- F. Personnel employed
 - (1) Monthly staffing numbers by position
 - (2) Work hours performed by position
 - (3) Staff turnover statistics
- G. Staff training completed
- H. Public education statistics and summary of activities
- I. Disposition of animals by category and animal species
- J. Returned adoption statistics
- K. Number of feral animals received by species (dog, cat, other)
- L. Percent of animals claimed by species
- M. Percent of animals adopted by species

31. Prior to permitting any person to provide volunteer services at the Animal Control Facility or with vendor otherwise providing animal care services, vendor must obtain a signed waiver and release of liability, in a form acceptable to the County and City, from each such person, including date and witnesses, specifying duties and length of time for such services. This form must be renewed and re-executed not less than annually. All volunteers must provide adequate proof of identification. Vendor must maintain an up-to-date file containing proof of identification and waiver and release of liability for all volunteers.

32. Primary kennel staff (pound/care personnel responsible for the care of impounded animals) and animal control staff (field personnel responsible for capture, restraint, transport and all other activities normally considered field work) must be formally trained and certified to have successfully completed Level 1, NACA training or equivalent. In addition, field personnel supervisor(s) and field personnel lead workers are to have Level 2, NACA training, or equivalent, at the time of contract execution or within six (6) months of execution of contract. Any employee involved in euthanasia, chemical immobilization, pepper spray or to carry a bite stick must have NACA certification (or other comparable training) documenting the successful completion of formal training for each such area of training. Vendor should have at least one (1) individual on staff who has been certified to have successfully completed Level 1, 2, 3 and 4 NACA training or equivalent. Employees without such formal training/certification must work under the supervision of an individual formally trained/certified to perform the related tasks required to be performed. The County/City shall be the sole judge of the training level equivalency standard.

REQUESTED VENDOR INFORMATION (ATTACH TO YOUR BID)

1. The vendor must provide evidence of a minimum of five (5) years experience in on-site directing and supervising of an Animal Control and Pound Service Program comparable in size and scope to the one currently being operated in Jefferson County, AL ("Animal Control Program" shall be defined as the enforcement of laws and ordinances dealing with dogs and cats including capture, impoundment, and redemption). If vendor's director, owner/partner has graduated from a four year college or university with a major in an animal related area such as Veterinary Science, Zoology, or Biology; such education, if evidence is provided, may be substituted for up to three (3) years of the above experience requirement.
2. The vendor must provide evidence that they have a good reputation for honesty and integrity with no felony convictions and no animal cruelty/neglect charges. Vendor is to submit with his bid the signed warranty affidavit, Schedule D.
3. The vendor must provide examples of prior program audits or reviews done by its organization that demonstrate its ability to establish reporting requirements and other protocols to ensure appropriate and effective use of its funds.
4. The vendor must provide documentation showing that it has or will establish an accounting system which provides internal controls to safeguard assets, insures fund accountability by cost category, assures accounting data accuracy and reliability, promotes operating efficiency and complies with generally accepted accounting principles and the time needed to have it operational. The vendor must also provide (if currently in business) a copy of its most recent detailed annual financial statement prepared by an independent public accountant, which includes comments on the vendor's internal controls.
5. The Vendor must provide a minimum of three (3) references (**See Schedule A**) where similar services equal (or larger) in size and complexity to the one currently being operated in Jefferson County, AL were performed.
6. The vendor must provide a complete history of their performance of Animal Control and Pound Services, including the identification of all customers/clients within the last 10 years. Provide clients' names, addresses, telephone numbers and email addresses, if any, and contact persons.
7. The vendor must provide a plan indicating anticipated staffing levels sufficient to maintain and perform all duties required herein, and the time needed to have the staff in place and ready for service. Include education level, qualifications and relevant NACA or equivalent training and experience for each individual, as required.
8. The vendor must provide a detailed plan for animal housing and treatment during their impoundment in accordance with the National Animal Control Association (NACA) Training Guide. Vendor must provide evidence that they have a current copy of the NACA training guide at the time of submitting its bid.

9. The vendor must provide a plan to address how to handle injured, dangerous, fighting or cruelty animals where the length of stay of the animals may be prolonged.

10. The vendor must submit a list of vehicles it has or will have to provide all required services in accordance with the specifications in this ITB and the most current NACA study recommendations, and the time needed to have them onsite and ready for service. The list must include make, model, mileage and year; and also include any maintenance records if available.

11. The vendor must provide a list of all equipment, other than rolling stock, that it intends to bring to the Animal Control Facility for use if awarded the contract, and the time needed to have it onsite and operational.

12. The vendor must provide a plan for creating and providing a public information and educational program in accordance with the specifications previously detailed.

13. The vendor must provide a list of all subcontractors and/or individuals along with their address, the name of a contact person and a contact telephone number as well as a description of the type service or work they will be performing **(See Schedule B)**.

14. The vendor must provide a copy of an existing contract, or a proposed contract for professional veterinarian services.

15. The vendor must provide notarized signed affidavit and warranty (see Schedule C).

NOTE: The City may deem the failure of a bidder to provide all information requested with the bid to be an informality if, upon request from the City, the bidder provides the omitted information immediately.

SCHEDULE A

Reference Form

Vendors must provide a minimum of three (3) references where they have provided similar services. The references must be, at a minimum, equal in size (or larger), complexity and the services provided similar to the requirements in this ITB.

Vendor's Company Name:

Client's Name	Client's Contact name and Phone Number	No. of years of Contract

Schedule "A" must be included with your bid.

SCHEDULE B

List of Subcontractors Form
Vendor's Company Name:

Vendors must provide the names of all subcontractors and/or persons for the execution of all work and services as described in this ITB which will not be performed directly by the animal control vendor's employees. The County and/or City reserve the right to accept or reject any subcontractors listed below.

Work or Service to be Performed	Name of Subcontractor and/or Person	Address of Subcontractor and/ or Person, contact person and phone #

Schedule "B" must be included with your bid.

SCHEDULE C

NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the County/City of Birmingham in awarding animal control and pound services, and everything contained herein is warranted by the bidder to be true.

DATE

WITNESS:

BIDDER

NOTARY PUBLIC

BY TITLE

Schedule "C" must be included with your bid.

SCHEDULE D

_____ COUNTY }

STATE OF _____ }

AFFIDAVIT

Comes now, _____, who being duly sworn, deposes and says as follows:

My name is _____, I am over 21 years of age, and I am competent to make this Affidavit. I fully understand the requirements for responding to the City of Birmingham Animal Control Invitation to Bid. I am filing this Affidavit in support of my response to the City of Birmingham Animal Control Invitation to Bid.

I certify I do not have any criminal cases pending against me in any court. I have never been convicted of any felony offense in this state or any other jurisdiction. I further say, I have never admitted committing, any felony offenses in this state, or any felony offense in any other jurisdiction. I have never been placed on probation in this jurisdiction or any other jurisdiction. I further certify, I have never been charged with animal cruelty or animal neglect in this state or any other jurisdiction.

Dated this the _____ day of _____, 2012.

Signature of Affiant/Bidder

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2012.

Notary Public

My Commission Expires: _____

Exhibit 1

SAMPLE AGREEMENT FOR ANIMAL CONTROL SERVICES

This Agreement for Animal Control Services (the "Agreement") is made and entered into this ____ day of ____ 2012 by and between the City of Birmingham, Alabama (hereinafter the "City"), Jefferson County, Alabama (hereinafter the "County"), and ____ (hereinafter the "Contractor"). The City and County hereinafter also may be referenced separately or collectively as "Awarding Authority."

WHEREAS, in Invitation to Bid #12-__ dated ____, 2012 (hereinafter, "Bid 12-__"), the Awarding Authority solicited bids from interested parties in performing the services described in Bid # 12-__, including, without limitation, the specifications therein;

WHEREAS, Bid 12-__ and the specifications therein are collectively referenced hereinafter as the "Bid", and its terms and conditions are incorporated herein by reference; and

WHEREAS, the services to be performed include, but are not limited to, the capture and detention of stray dogs and other animals in designated areas within Jefferson County, the detention of those animals at a facility that is owned by the Awarding Authority and located at 6227 5th Ave. N, Birmingham, AL (hereinafter, the "Shelter"), the operation of the Shelter, the provision of veterinarian services at the Shelter, the provision of a spay/neuter program, and the performance of certain emergency services requested by public safety officials of the Awarding Authority (collectively, hereinafter, the "Services").

WHEREAS, the City and County are authorized under the Interlocal Cooperation Act, Acts 1969, Local Act 916, to jointly seek and contract for the provision of the Services; and

WHEREAS, Contractor, which submitted the lowest responsible response to the Bid, agrees to provide, and the Awarding Authority desires that it provide, the Services pursuant to the terms and conditions in the Bid and in this Agreement.

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Awarding Authority and Contractor agree as follows:

1. Contract Documents/Precedence/Entire Agreement. The documents that comprise the Agreement consist of (i) the Bid, (ii) this Agreement for Animal Control Services, and (iii) the response to the Bid submitted by the Contractor on ____, 2012 (the "Bid Response", which Response is incorporated by reference). All of these documents collectively may be referenced hereinafter as the "Agreement."

In the event of any conflict in the terms of the contract documents, the order of precedence for resolving that conflict is as follows: (i) terms in this Agreement for Animal Control Services, (ii) terms in the Bid, and (iii) terms in the Bid Response.

The Agreement sets forth and constitutes the entire understanding between the parties with respect to its subject matter. Any prior agreements, negotiations understandings, or other matters, whether oral or written, that are not made a part of the Agreement have no force or effect. This Agreement may be amended, changed or supplemented only by written agreement executed by all parties.

2. Engagement. The Awarding Authority hereby engages the Contractor, and it agrees to perform the Services, pursuant to the terms and provisions of this Agreement. Except as provided in Section 4 below, Contractor, at its sole expense, shall furnish all vehicles, labor, materials, tools, and equipment required to perform all Services.

3. Term/Early Termination. The term of this Agreement shall begin on the first day of the month after both the following occurs: (i) the governing bodies of all parties approve the Agreement; and (ii) each party executes below (the “Effective Date”). After the Effective Date, the Agreement thereafter shall continue in effect for three (3) years (the “Term”).

Notwithstanding, this Agreement may be terminated before the expiration of its Term on the occurrence of any of the following:

(a) *Termination for Cause:* If any party fails to perform a material obligation under the Agreement, the non-defaulting party may provide the defaulting party notice and request that it cure that deficiency (a “Default”) within thirty (30) days following that notice. Further, if Contractor fails to timely cure a Default by it, the Awarding Authority shall have the right to withhold further payments for Services until Contractor cures that breach. If the defaulting party does not cure a Default within the cure period, the non-defaulting party may terminate this Agreement after the expiration of the cure period effectively immediately on provision of a termination notice. The exercise of this right of termination shall not relieve the non-defaulting party of any liability to receive actual, direct damages sustained by virtue of the Default; or

(b) *Termination by City Without Cause:* Effective one year after the Effective Date, the City may terminate this Agreement for its convenience by providing all parties written notice of the City’s intent to terminate at least 90 days before the intended termination date (a “City Termination-for-Convenience Notice”). If the City sends a City Termination-for-Convenience Notice, Contractor agrees that, within thirty (30) days of that Notice, it will provide notice to the City and County stating whether it either will (1) terminate the Agreement in its entirety and cease providing all Services within the City and within the unincorporated part of Jefferson County on the effective date of the early termination by the City, or (2) elect to continue providing services for the County in the unincorporated part of Jefferson County pursuant to the terms of this Agreement that pertain to Services for the County, but cease performing Services for the City within its corporate limits;

(c) *Termination by County Without Cause:* Effective one year after the Effective Date, the County may terminate this Agreement for its convenience without any penalty to the County or City by providing all parties written notice of the County's intent to terminate at least 90 days before the intended termination date (a "County Termination-for-Convenience Notice"). If the County sends a County Termination-for-Convenience Notice, Contractor agrees that, within thirty (30) days of that Notice, it will provide notice to the City and County stating whether it either will (1) terminate the Agreement in its entirety and cease providing all Services within the City and within the unincorporated part of Jefferson County on the effective date of early termination by the County, or (2) elect to continue providing services for the City in its corporate limits pursuant to the terms of this

Agreement that pertain to Services for the City, but cease performing Services for the County in the un-incorporated portions of Jefferson County;

(d) *Termination by Contractor for Convenience:* Effective one year after the Effective Date, the Contractor may terminate this Agreement for its convenience without any penalty to the County or City by providing all parties written notice of the Contractor's intent to terminate at least six (6) months before the intended termination date (a "Contractor Termination-for-Convenience Notice"); or

(e) *Termination for Non-Appropriation:* Contractor acknowledges that payment for its Services is contingent on and subject to the appropriation of future funding by the governing body(ies) of Awarding Authority. If a governing body(ies) of an Awarding Authority does not appropriate sufficient funds for the payments contemplated during the entire Term, the Awarding Authority whose governing body(ies) so fails to appropriate future funding may terminate this Agreement effective immediately on notice to Contractor without penalty to the non-appropriating Authority, and the non-appropriating Authority shall not be obligated to make payments to Contractor under this Agreement beyond those which have previously been appropriated. In the event of such termination for non-appropriation by only one Awarding Authority, Contractor, within fifteen (15) days of receipt of notice to termination for non-appropriation, shall provide notice to the Awarding Authority that has appropriated funding stating whether Contractor either will (1) terminate the Agreement in its entirety and cease providing all Services under this Agreement, or (2) elect to continue providing Services for the appropriating Authority in its geographic territory pursuant to the terms of this Agreement.

Upon the expiration or early termination of this Agreement for any reason, the following understandings apply: (i) the obligations of the parties to each other arising from events occurring before the effective time of termination (including, without limitation, the obligation of the Authority to pay for Services and indemnity obligations of Contractor herein) shall survive termination and remain effective; and (ii) Contractor shall surrender possession of the Shelter to the Awarding Authority as provided in Section 4 below.

4. Use of Shelter. During the Term of this Agreement, the Awarding Authority hereby grants Contractor a non-exclusive license to use and operate the Shelter and surrounding grounds solely for the purpose of performing its Services.

Contractor shall not make any permanent or structural improvements or fixtures to the Shelter without the advance, written consent of the Awarding Authority. Any such improvements or fixtures that are installed by Contractor are merged into the real property and become the property of the Awarding Authority.

During the Term, Contractor, at its expense, may install removable fencing, furnishings, equipment and personal property (collectively, "Personal Property") required for its intended use of the Shelter. All such Personal Property placed in the Shelter by the Contractor shall be and remain the property of the Contractor. Awarding Authority has no obligation to insure or protect Personal Property. Contractor retains the sole risk of loss for Personal Property, and waives and releases any claim for loss or damage thereto resulting from or caused by any act or omission of the Awarding Authority. If Contractor maintains physical damage insurance with respect to its Personal Property located at the Shelter, Contractor shall cause that insurance carrier to waive all rights of subrogation against Awarding Authority.

Contractor is not obligated to insure the Shelter or any part of the realty. Except for claims caused by a party's gross negligence or willful misconduct, the parties hereby release each other and waive any claim for loss of or damage to real or Personal Property on the Premises arising out of or incident to fire, lightning, or any other perils normally included in a standard "All Risk" physical damage insurance policy, whether such property constitutes the realty or personalty or is in, on or about the Shelter, and whether or not such loss or damage is due to the negligence of the parties or their respective affiliates, agents, employees, guests, licensees, invitees, or contractors.

The following additional understandings apply during the Term:

- (a) Contractor agrees to keep the Shelter and associated grounds in reasonably neat and clean condition at all times during this Agreement;
- (b) With or without advance notice, representatives of the Awarding Authority reserve the right to enter the Shelter at any time in order to inspect its condition or observe the Contractor's operations there;
- (c) Awarding Authority, at its expense, will maintain the roof, walls and structure of the Shelter in sound condition;
- (d) Contractor, at its expense, will keep, repair and maintain the HVAC, plumbing, electrical and other operating systems that serve the Shelter in reasonably sound operating condition; provided that Contractor is not obligated to totally replace any such operating system fails due to obsolescence or expiration of its useful life; and
- (e) Contractor, at its expense, shall provide all of the services and utilities (including, without limitation, security, water, gas, electricity and telecommunication) that it requires to perform its Services.

Upon the expiration or earlier termination of this Agreement, the City shall remove its Personal Property and surrender the Shelter to the Awarding Authority in substantially the same condition it was at the commencement of this Agreement, reasonable wear and tear excepted. Further, Contractor shall return possession of the Shelter in clean condition at such time.

5. Invoices and Payment. Invoices are to be submitted within the first five (5) working days of the month for services provided in the previous month. Payments under this contract shall be made within twenty (20) days of receipt of non-disputed, properly itemized invoice with supporting documentation for contracted services rendered by the vendor during the previous month. Any amount billed other than the standard base monthly fee (hourly charge for patrol or emergency response service, etc.) must have supporting documentation to justify the charge.

The parties agree and understand that invoices will be separately billed, processed and paid based on where the Services are performed. Services performed by the Contractor within the City will be billed to and paid by the City, and County will receive invoices and pay Contractor for those performed in the unincorporated part of Jefferson County. Contractor further acknowledges and agrees that (a) the City has no obligation to compensate Contractor for Services provided in the un-incorporated part of Jefferson County, (b) County has no obligation to compensate Contractor for Services provided in the City, and (c) it has no right to assert any claim or file any action against the City due to the non-payment by the County for Services performed in the un-incorporated part of Jefferson or against the County due to the City's non-payment for Services performed in the City.

The total amount to be paid to the Contractor by the County and the City for Services rendered under this Agreement shall not exceed the monthly fee bid by the vendor plus services for authorized sweep patrols and emergency services based on the hourly rates as submitted on the vendor's bid form.

The City and County each reserve the right to withhold payment for any Service that are not performed in conformance with this Agreement within their respective geographic territories with this Agreement.

6. Exclusion of Consequential Damages. Each party waives and releases from any other party from any claim, demand or action for consequential, special or indirect damages (including without limitation, incidental, punitive, lost profits, lost business or economic opportunity or costs of cover) if another party commits a Default or otherwise fails to perform its obligations under this Agreement, or if any party exercises its early termination rights in this Agreement.

7. Indemnification.

(a) Claims by Contractor Representatives Arising from Use of Shelter. Contractor agrees to defend, indemnify, hold harmless, and release the City and County, and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to, result from, or are attributable to any conditions on, in or about the Shelter, or any other sites or properties of any Awarding Authority that any Contractor Representative may enter or encounter in performing its Services. The obligation under this provision includes Claims by third parties that are allegedly caused in whole or part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the gross negligence or willful misconduct of the Indemnitees.

(b) Claims by Parties other than Contractor Representatives. Contractor agrees to defend, indemnify, hold harmless, and release the Indemnitees from and against from and against all Claims by any third parties (excluding any Contractor Representative) that arise out of, relate to, result from, or are attributable to any negligent act, omission or conduct by Contractor or any Contractor Representative in performing its (or their) responsibilities and Services under this Agreement; provided that Contractor's indemnification obligation under this provision shall not exceed the amount of the limits of the general liability and automobile insurance policies set forth herein. This indemnification obligation under this provision includes Claims by third parties (excluding any Contractor Representative) that are caused in part by the negligence of an Indemnatee; provided, nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

8. Contractor's Insurance.

(a) For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance:

1. *Comprehensive General Liability:* This insurance shall cover all operations performed by or on behalf of the Contractor, with policy limits of not less than \$2,000,000 combined single limit and aggregate for bodily injury and property damage, per occurrence. This insurance shall cover liability for damages for personal injury, death, property damage, vandalism, property loss and theft and also shall extend to damage, destruction and injury caused by or resulting from the acts, operations or omissions of the Contractor, and its officers, agents, employees or contractors in performing its Services.

2. *Comprehensive Automobile Liability:* Insurance covering owned and rented vehicles or operated by the Contractor, with policy limits of not less than \$1,000,000 combined single limit and aggregate per occurrence for bodily injury and property damage.
3. *Workers' Compensation and Employers Liability:* As required by statute.
4. The City's bid number (12-76) must appear on any/all copies of the certificate of insurance

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance Reports. The Contractor may use umbrella or excess liability insurance to achieve the required coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

(b) *Additional Named Insured.* Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City and County, and their officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Contractor or the performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the claims against the City or County resulting from vicarious liability, but shall allow coverage for the City or County for all Contractor operations and apply to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement form ISO, CG 2010.11 85 (or any successor form).

(c) *Policies Primary.* All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by any Awarding Authority.

(d) *Waiver of Subrogation.* Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City and County, and their officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City and County. All general or automobile liability coverage provided herein shall not prohibit the Company or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

(e) *Proof of Coverage.* Before the commencement of Services hereunder, the Contractor shall provide to the Awarding Authority a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the Awarding Authority. If Awarding Authority is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Agreement, the Contractor shall, within fifteen (15) days prior to the effective date of

such cancellation or change, obtain and provide the Awarding Authority with binder (s) of insurance evidencing the re-establishment of the insurance coverage required herein.

9. Audit/Contractor's Retention of Records. Upon reasonable advance notice from the City's Director of Finance, Contractor, at its expense, agrees to produce financial and records maintained by it with respect to transactions contemplated under this Agreement and otherwise participate in a periodic audit designed by the City to evaluate whether Contractor is properly accounting or completing financial transactions that are contemplated hereunder. To facilitate any such financial audit, Contractor agrees that, for a period of no less than two (2) years following the termination of this Agreement, it will maintain all accounting, billing or other financial records (including, but not limited to, documents supporting charges to the City) that Contractor generates and maintains in connection with its performance of its services hereunder.

10. Contract Representatives. Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and administration of this Agreement (the "Contract Representative(s)"). The respective Contract Representatives are:

City

Birmingham, AL 352__

205-254-_____

Email: _____

County

Birmingham, AL 352__

205-____ - _____

Email: _____

Contractor:

Birmingham, AL 352__

205-____ - _____

Email: _____

Each Contract Representative shall have the authority to act on behalf of its respective organization to transmit instructions, receive information, and administer this Agreement. Any party may designate a Contract Representative other than the person named above upon provision of written notice.

11. Notices. Any notice required hereunder to be given in writing shall be sufficiently given when sent to the appropriate Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

12. Non-Discrimination/ Engagement of Disadvantaged Business Enterprises.

(a) Contractor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Services contemplated hereunder or in its own employment practices. Failure by the Contractor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the Awarding Authority deems appropriate.

(b) Contractor acknowledges and agrees that, in its performance of the Services and consistent with federal law and City's public policy, it will utilize and encourage participation by disadvantaged business enterprise (DBEs) to the extent permitted by law.

A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

13. Other Representations and Warranties.

As additional inducement for the Awarding Authority to enter this Agreement, Contractor makes the following additional representations and warranties:

(a) that it will perform the Services in a good, workmanlike and expeditious manner;

(b) that, if Contractor conducts business through a corporation, limited liability corporation, or other similar organization,

(i) it is a duly organized and existing entity that is authorized to perform business under the laws of the State of Alabama, and has the power to enter into and to perform and observe its agreements and covenants in the Agreement;

(ii) all actions required to be taken by it to execute the Agreement, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body; and

(iii) the execution and performance of the Agreement by Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party;

(c) that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement; and

(d) that no part of the public funds to be paid by the City and County pursuant to this Agreement nor any part of the Services or thing of value whatsoever purchased or acquired by Contractor with said funds shall be paid to or used in any way whatsoever for the personal benefit of any official, member or employee of any federal, state, county, or municipal governmental body whatsoever (or a family member of any of those governmental representatives).

14. Miscellaneous Provisions.

(a) Before commencing the Services, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its Services.

(b) Throughout the Term of this Agreement, Contractor agrees to comply with all laws regulations, and ordinances issued by federal, state, or local authorities that relate to the performance of the Services (collectively, "Laws"), including, but not limited to, Laws concerning the safety, inspection, maintenance, and operation of its vehicles and other equipment used to perform the Services, and any Laws regarding the employment and payment of its employees and representatives (including payment of unemployment compensation and workers compensation),

(c) With respect to any goods or equipment used by Contractor to perform its Work for the City, Company warrants that it owns, is licensed or has the right to utilize such equipment, including all intellectual rights attendant thereto.

(d) Contractor is an independent contractor. As such, the Contractor solely is obligated to pay or withhold FICA taxes, occupational taxes, and all applicable federal, state and local taxes that arise from its operations and the performance of its Services.

Contractor is not authorized to represent or hold itself out to others as an agent of the City or County. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Contractor and either Awarding Authority, or between the Awarding Authorities. Further, the Awarding Authority does not retain control or authority with respect to the personnel that Contractor engages to perform the Services, and does not retain control over the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs the Services.

(e) The Contractor shall not assign this Agreement, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the Awarding Authority, which approval may be withheld for any reason. In no event will this Agreement shall be assigned to an unsuccessful bidder who was rejected because it was not a responsible or responsive bidder.

(f) The Agreement is made only for the benefit of the Awarding Authority and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(g) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

(h) Any forbearance or delay on the part of an Awarding Authority in enforcing any of its rights under this Agreement shall not be construed as a waiver of its rights. No terms of this contract shall be waived unless expressly waived in writing. The Contractor must fully and completely comply with all the duties and obligations to be performed by it under the Agreement. Any past forbearance or waiver of any obligations of any other contractors pursuant to any similar, previous agreement is not effective or binding and will not excuse performance under this Agreement.

(i) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(j) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.

In Witness Whereof, the parties have hereunto set their hands and seals.

CITY OF BIRMINGHAM, ALABAMA

BY: _____
Its Mayor

DATE: _____

ATTEST:

City Clerk

JEFFERSON COUNTY, ALABAMA

BY: _____
Its County Manager

DATE: _____

CONTRACTOR

BY: _____

ITS: _____ (Official Title)

DATE: _____

APPROVED AS TO FORM BY LAW DEPARTMENT:

Assistant City Attorney / Date

Exhibit 2

Fee Schedule

WE ACCEPT CASH ONLY

	<u>Price</u>
*Impoundment: (Within 12 month period)	
Owner First Offense	\$30.00
Owner Second Offense	\$75.00
Owner Third Offense	\$150.00
Owner Fourth Offense	\$300.00
*Unaltered Animals:	\$25.00
Note: Owners who alter animals within 10 days of redemption will be \$22.00 of this fee.	
*Boarding: (\$8.00 minimum)	\$8.00
Rabies Vaccination or Deposit:	\$10.00
Rabies Tag Replacement:	\$5.00
*Quarantine:	\$20.00
Note: This does not include boarding, rabies vaccination or pickup charges.	
Rabies Vaccination Processing:	\$3.00
Note: For vaccinations performed on reclaimed animals at veterinary clinics.	
Subsequently Altered Animal Processing:	\$3.00
Copy Fee:	\$0.50/page
*Euthanasia & Rabies Test Preparation:	\$50.00
Leash:	\$2.00
Pet Wagon:	\$3.00
Trap Rental:	\$3.00/day
Cat Trap Deposit:	\$50.00
Dog Trap Deposit:	\$150.00
*Adoption:	\$80.00
Note: Spay/Neuter Certificate valued at \$80.00 is issued with each adoption.	
Spay/Neuter Certificate:	\$40.00
	<u>Office</u> <u>Field</u>
*County Owned Surrenders:	\$15.00 \$25.00
*Mother & Litter: (maximum 2 wks of age)	\$45.00 \$55.00
*Out of County Surrenders:	\$30.00 N/A
*Mother & Litter: (maximum 12 wks of age)	\$60.00 N/A
*Non-Contract County Surrenders:	\$15.00 \$25.00
*Mother & Litter: (maximum 12 wks of age)	\$45.00 \$55.00

Exhibit 3

Quadrant I Neighborhoods: Arlington-West End, Mason City, Oakwood Place, Powderly, South Titusville, West End Manor, Woodland Park, Garden Highlands, Jones Valley, Riley, Central Park, East Brownville, Germania Park, Grasselli Heights, Green Acres, Hillman, Hillman Park, Industrial Center, Roosevelt, Sand Ridge, Tarpley City, West Brownville, West Goldwire, Belview Heights

Quadrant II Neighborhoods: Ensley, Ensley Heights, Tuxedo, Central Pratt, Dolomite, North Pratt, Oak Ridge, Sandusky, Sherman Heights, South Pratt, Wylam, ACIPCO-Finley, College Hills, East Thomas, Enon Ridge, Graymont, Smithfield, Bush Hills, Fairview, Rising-West Princeton, Thomas, Hooper City, Smithfield Estates

Quadrant III Neighborhoods: Central City, Glen Iris, North Titusville, Crestwood South, Five Points South, Forest Park – South Avondale, South Side, Highland Park, Redmont Park, North Avondale, East Avondale, Collegeville, Evergreen, Fairmont, North Birmingham, East Birmingham, Harriman Park, Inglenook, Norwood, Druid Hills, Fountain Heights

Quadrant IV Neighborhoods: Huffman, Roebuck Springs, Spring Lake, Brown Springs, Crestline, Eastwood, Liberty Highlands, Oak Ridge Park, Overton, South East Lake, Crestwood North, East Lake, Gate City, South Woodlawn, Apple Valley, Bridlewood, Echo Highlands, Killough Springs, Roebuck, Sun Valley, Brummitt Heights, Maple Grove, North East Lake, Penfield Park, Pine Knoll Vista, Zion City, Airport Highlands, Brownsville Heights, Kingston, Wahouma, Woodlawn

Exhibit 4

Various Statistical and Sample Data

- (1) 2010 Jefferson County Census
- (2) Staff data from Current Contractor for May 2012
- (3) Summary animal control activities for Birmingham for June 2012
- (4) Summary animal control activities for all jurisdictions in Jefferson County for June 2012
- (5) Fiscal Year summary for October 2010-September 2011 for Birmingham along with monthly summary for January 2011-September 2011

Jurisdiction	2010 Cc JEFF CO ONLY	2010 Census	% Total	
Jefferson County	#	658,466	100	% > 5000
Birmingham	210,609 in Jefferson; 1,628 in Shelby	#		
Bessemer	#	210,609	32	38.58
Center Point	#	27,456	4	
Clay	#	16,921	3	
Fairfield	#	9,706	1	
Fultondale	#	11,117	2	
Gardendale	#	8,380	1	
Homewood	#	13,893	2	
Hoover	58,582 in Jefferson; 23,037 in Shelby	#	25,167	4
Hueytown	#	58,582	9	
	#	16,105	2	
Irondale	#	12,349	2	
Leeds	9,809 in Jefferson; 106 in Shelby; 1,858 in St. Clair	#	9,809	1
Midfield	#	5,365	1	
Mountain Brook	#	20,413	3	
Pinson	#	7,163	1	
Pleasant Grove	#	10,110	2	
Tarrant	#	6,397	1	
Trussville	19,450 in Jefferson; 483 in St. Clair	#	19,450	3
Vestavia Hills	#	34,033	5	
> 5000	#	523,027	84	
> 5000 - Bham	#	312,418	51	

210,609 + 1628

312,418

Adamsville		#	4,522	0.7
	61 in Jefferson; 4010 in St.			
Argo	Clair	#	61	0.0
Brighton		#	2,945	0.4
Brookside		#	1,363	0.2
Cardiff		#	55	0.0
	61 in Jefferson; 197 in			
County Line	Blount	#	61	0.0
Graysville		#	2,165	0.3
Kimberly		#	2,711	0.4
Lipscomb		#	2,210	0.3
Maytown		#	385	0.1
Morris		#	1,859	0.3
Mulga		#	836	0.1
North Johns		#	145	0.0
Sylvan Springs		#	1,542	0.2
Trafford	646 in Jefferson; 0 in Blount	#	646	0.1
	3176 in Jefferson; 0 in			
Warrior	Blount	#	3,176	0.5
West Jefferson		#	330	0.1
< 5000		#	<u>25,012</u>	<u>4</u>
Unincorporated		#	<u>110,427</u>	<u>12.</u>
Uninc + < 5000		#	<u>135,439</u>	<u>16</u>
Uninc + Bham + <5000		#	346,048	49
Bham %				66
Total contract w/ other cities involved		#	461,016	
Bham %		#	210,609	46
Uninc + < 5000 %		#	135,439	29
> 5000 - Bham (contract) %		#	197,450	43
Bham + county (uninc & < 5000)%		#	346,048	75

25

135,439

658,466

660,094

BJC ANIMAL CONTROL SERVICES, INC.
6227 FIFTH AVENUE NORTH
BIRMINGHAM, AL 35212
PHONE: (205) 591-6524
FAX: (205) 595-5014

May 2012

Total number of requests for service – 1,025

Total number of employees – 20

Total number of hours worked by office personnel – 509

Total number of hours worked by field personnel – 1,483.75

Total number of hours worked by kennel personnel – 1,086.5

Total number of hours/days worked by veterinarian – 176

Total number of employees hired – 0

Total number of employees terminated –

Training Received by Employees
(See Attachments)

Name of employee -
Training received -
Date of training -

Public Activities
(See Attachments)

The total amount paid to BJC Animal Control for July 2011-June 2012, by the City of Birmingham, was \$760,668.24.

SUMMARY OF ANIMAL CONTROL ACTIVITIES			
FOR:		ALL JURISDICTIONS	
MONTH OF:		JUNE-2012	
		CHG. IF APPLICABLE	
TOTAL CREW HOURS:	1093.75		\$0.00
OVERTIME:	8.5		\$0.00
NUMBER OF DAYS:	137.78		
# PATROL MILES:	16090		
NO. OF WORK TICKETS:	1025		
AVG. RESPONSE TIME:	N/A		
		PERCENT OF IMP.	BOARD CHG. IF APPLICABLE
ANIMALS IMPOUNDED:	1123		\$0.00
# DOGS:	692		0
#CATS:	412		
ANIMAL EXPOSURES:	8	0.71%	
ANIMALS REDEEMED:	47	4.19%	
# DOGS:	46	97.87%	
#CATS:	1	2.13%	
ANIMALS SOLD/TRANSFERRED:	4	0.36%	
# DOGS:	4	100.00%	
#CATS:	0	0.00%	
ANIMALS EUTHANISED:	851	75.78%	
# DOGS:	500	58.75%	
#ADOPTABLE:	183	36.60%	
# NOT ADOPTABLE:	316	63.20%	
#CATS:	337	39.60%	
#ADOPTABLE:	77	22.85%	
# NOT ADOPTABLE:	260	77.15%	
ANIMALS ISOLATED:	172	15.32%	
# DOGS:	23	13.37%	
#CATS:	149	86.63%	
ANIMALS DEAD IN PEN:	42	3.74%	
# DOGS:	13	30.95%	
#CATS:	29	69.05%	
ANIMALS D.O.A.:	0	0.00%	
# DOGS:	0	ERR	
#CATS:	0	ERR	
ANIMALS OTHER DISP.:	1	0.09%	
# DOGS:	0	0.00%	
#CATS:	1	100.00%	
ANIMALS TOTAL:	1044	84.15%	
# DOGS:	563	53.93%	
#CATS:	368	35.25%	
IMPD. FEE COLLECTED:	\$1,110.00	ANIMALS CARRIED OVER:	99
QUARANTINE FEE COLLECTED:	\$0.00	DATE CARRIED OVER:	6/22/2012
ESCROW FEE COLLECTED:	\$1,110.00	INOC. OR DEPOSIT FEE:	\$558.00
		# DOGS:	39
PREPARED BY:	STEVE SMITH	#CATS:	1

Fiscal Year October 2010 - Sept. 2011

SUMMARY OF ANIMAL CONTROL ACTIVITIES			
FOR:	EHAM		
	FY 2011		
TOTAL CREW HOURS:	7221		CHG. IF APPLICABLE
VERTIME:	N/A		\$0.00
NUMBER OF DAYS:	902.63		\$0.00
PATROL MILES:	0		
O. OF WORK TICKETS:	6034		
AVG. RESPONSE TIME:	N/A		
ANIMALS IMPOUNDED:	4750	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE
# DOGS:	3829		\$0.00
#CATS:	892		
ANIMAL EXPOSURES:	34	0.72%	
ANIMALS REDEEMED:	198	4.17%	
# DOGS:	191	96.46%	
#CATS:	7	3.54%	
ANIMALS SOLD/TRANSFERRED:	211	4.44%	
# DOGS:	184	87.20%	
#CATS:	25	11.85%	
ANIMALS EUTHANIZED:	4091	86.13%	
# DOGS:	3269	79.91%	
#ADOPTABLE:	948	29.00%	
# NOT ADOPTABLE:	2321	71.00%	
#CATS:	799	19.53%	
#ADOPTABLE:	199	24.91%	
# NOT ADOPTABLE:	601	75.22%	
ANIMALS ISOLATED:	501	10.55%	
# DOGS:	95	18.96%	
#CATS:	406	81.04%	
ANIMALS DEAD IN PEN:	219	4.61%	
# DOGS:	155	70.78%	
#CATS:	60	27.40%	
ANIMALS D.O.A.:	19	0.40%	
# DOGS:	18	94.74%	
#CATS:	1	5.26%	
ANIMALS OTHER DISP.:	8	0.17%	
# DOGS:	8	100.00%	
#CATS:	0	0.00%	
ANIMALS TOTAL:	4750	99.92%	
# DOGS:	3825	80.53%	
#CATS:	892	18.78%	
SPD. FEE COLLECTED:	\$4,530.00	ANIMALS CARRIED OVER:	4
QUARANTINE FEE COLLECTED:	\$140.00	DATE CARRIED OVER:	6/5/2012
CROW FEE COLLECTED:	\$4,670.00		
		INOC. OR DEPOSIT FEE:	\$3,520.00
		# DOGS:	181
PREPARED BY:	STEVE SMITH	#CATS:	8

SUMMARY OF ANIMAL CONTROL ACTIVITIES					
FOR:		EHAM			
MONTH OF:		JANUARY-2011			
TOTAL CREW HOURS:	393.5			CHG. IF APPLICABLE	
OVERTIME:	N/A			\$0.00	
NUMBER OF DAYS:	49.19			\$0.00	
# PATROL MILES:	0				
NO. OF WORK TICKETS:	435				
AVG. RESPONSE TIME:	N/A				
ANIMALS IMPOUNDED:	291	PERCENT OF IMP.		BOARD CHG. IF APPLICABLE	
# DOGS:	253			\$0.00	
#CATS:	38				
ANIMAL EXPOSURES:	2	0.69%			
ANIMALS REDEEMED:	13	4.47%			
# DOGS:	10	76.92%			
#CATS:	3	23.08%			
ANIMALS SOLD/TRANSFERRED:	15	5.15%			
# DOGS:	13	86.67%			
#CATS:	2	13.33%			
ANIMALS EUTHANISED:	242	83.16%			
# DOGS:	211	87.19%			
#ADOPTABLE:	82	38.86%			
# NOT ADOPTABLE:	129	61.14%			
#CATS:	31	12.81%			
#ADOPTABLE:	7	22.58%			
# NOT ADOPTABLE:	24	77.42%			
ANIMALS ISOLATED:	22	7.56%			
# DOGS:	10	45.45%			
#CATS:	12	54.55%			
ANIMALS DEAD IN PEN:	18	6.19%			
# DOGS:	16	88.89%			
#CATS:	2	11.11%			
ANIMALS D.O.A.:	1	0.34%			
# DOGS:	1	100.00%			
#CATS:	0	0.00%			
ANIMALS OTHER DISP.:	0	0.00%			
# DOGS:	0	ERR			
#CATS:	0	ERR			
ANIMALS TOTAL:	291	99.31%			
# DOGS:	251	86.25%			
#CATS:	38	13.06%			
MPD. FEE COLLECTED:	\$345.00	ANIMALS CARRIED OVER:		2	
QUARANTINE FEE COLLECTED:	\$20.00	DATE CARRIED OVER:		5/31/2012	
SCROW FEE COLLECTED:	\$365.00	INOC. OR DEPOSIT FEE:		\$220.00	
PREPARED BY:	STEVE SMITH	# DOGS:		8	
		#CATS:		3	

Missing Oct., Nov. and Dec. 2010

SUMMARY OF ANIMAL CONTROL ACTIVITIES			
FOR:	BHAM		
MONTH OF:	FEBRUARY-2011		
TOTAL CREW HOURS:	465.25		CHG. IF APPLICABLE
OVERTIME:	n/a		\$0.00
NUMBER OF DAYS:	58.16		\$0.00
# PATROL MILES:	0		
NO. OF WORK TICKETS:	578		
AVG. RESPONSE TIME:	n/a		
		PERCENT OF IMP.	BOARD CHG. IF APPLICABLE
ANIMALS IMPOUNDED:	379		\$0.00
# DOGS:	323		
#CATS:	55		
ANIMAL EXPOSURES:	3	0.79%	
ANIMALS REDEEMED:	16	4.22%	
# DOGS:	16	100.00%	
#CATS:	0	0.00%	
ANIMALS SOLD/TRANSFERRED:	22	5.80%	
# DOGS:	16	72.73%	
#CATS:	6	27.27%	
ANIMALS EUTHANISED:	331	87.34%	
# DOGS:	281	84.89%	
#ADOPTABLE:	67	23.84%	
# NOT ADOPTABLE:	214	76.16%	
#CATS:	49	14.80%	
#ADOPTABLE:	3	6.12%	
# NOT ADOPTABLE:	46	93.88%	
ANIMALS ISOLATED:	32	8.44%	
# DOGS:	4	12.50%	
#CATS:	28	87.50%	
ANIMALS DEAD IN PEN:	9	2.37%	
# DOGS:	9	100.00%	
#CATS:	0	0.00%	
ANIMALS D.O.A.:	1	0.26%	
# DOGS:	1	100.00%	
#CATS:	0	0.00%	
ANIMALS OTHER DISP.:	0	0.00%	
# DOGS:	0	ERR	
#CATS:	0	ERR	
ANIMALS TOTAL:	379	100.00%	
# DOGS:	323	85.22%	
#CATS:	55	14.51%	
IMPD. FEE COLLECTED:	\$435.00	ANIMALS CARRIED OVER:	0
QUARANTINE FEE COLLECTED:	\$20.00	DATE CARRIED OVER:	
ESCROW FEE COLLECTED:	\$455.00		
		INOC.OR DEPOSIT FEE:	\$334.00
PREPARED BY:	STEVE SMITH	# DOGS:	17
		#CATS:	1

SUMMARY OF ANIMAL CONTROL ACTIVITIES				
FOR:		BHAM		
MONTH OF:		MARCH-2011		
TOTAL CREW HOURS:	673.5			CHG. IF APPLICABLE
OVERTIME:	n/a			\$0.00
NUMBER OF DAYS:	84.19			\$0.00
# PATROL MILES:	0			
NO. OF WORK TICKETS:	580			
AVG. RESPONSE TIME:	n/a			
ANIMALS IMPOUNDED:	480	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE	
# DOGS:	417		\$0.00	
#CATS:	59			
ANIMAL EXPOSURES:	6	1.25%		
ANIMALS REDEEMED:	28	5.83%		
# DOGS:	27	96.43%		
#CATS:	1	3.57%		
ANIMALS SOLD/TRANSFERRED:	24	5.00%		
# DOGS:	24	100.00%		
#CATS:	0	0.00%		
ANIMALS EUTHANISED:	415	86.46%		
# DOGS:	354	85.30%		
#ADOPTABLE:	114	32.20%		
# NOT ADOPTABLE:	240	67.80%		
#CATS:	58	13.98%		
#ADOPTABLE:	22	37.93%		
# NOT ADOPTABLE:	36	62.07%		
ANIMALS ISOLATED:	45	9.38%		
# DOGS:	12	26.67%		
#CATS:	33	73.33%		
ANIMALS DEAD IN PEN:	12	2.50%		
# DOGS:	11	91.67%		
#CATS:	0	0.00%		
ANIMALS D.O.A.:	1	0.21%		
# DOGS:	1	100.00%		
#CATS:	0	0.00%		
ANIMALS OTHER DISP.:	0	0.00%		
# DOGS:	0	ERR		
#CATS:	0	ERR		
ANIMALS TOTAL:	480	100.00%		
# DOGS:	417	86.88%		
#CATS:	59	12.29%		
MPD. FEE COLLECTED:	\$600.00	ANIMALS CARRIED OVER:	0	
QUARANTINE FEE COLLECTED:	\$20.00	DATE CARRIED OVER:		
SCROW FEE COLLECTED:	\$620.00			
		INOC. OR DEPOSIT FEE:	\$590.00	
		# DOGS:	28	
PREPARED BY:	STEVE SMITH	#CATS:	2	

SUMMARY OF ANIMAL CONTROL ACTIVITIES				
FOR:		BHAM		
MONTH OF:		APRIL-2011		
TOTAL CREW HOURS:		588.5	CHG. IF APPLICABLE	
OVERTIME:		N/A	\$0.00	
NUMBER OF DAYS:		73.56	\$0.00	
# PATROL MILES:		0		
NO. OF WORK TICKETS:		454		
AVG. RESPONSE TIME:		N/A		
ANIMALS IMPOUNDED:		358	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE
# DOGS:		309		\$0.00
#CATS:		49		
ANIMAL EXPOSURES:		5	1.40%	
ANIMALS REDEEMED:		24	6.70%	
# DOGS:		24	100.00%	
#CATS:		0	0.00%	
ANIMALS SOLD/TRANSFERRED:		16	4.47%	
# DOGS:		13	81.25%	
#CATS:		3	18.75%	
ANIMALS EUTHANISED:		298	83.24%	
# DOGS:		255	85.57%	
#ADOPTABLE:		85	33.33%	
# NOT ADOPTABLE:		170	66.67%	
#CATS:		43	14.43%	
#ADOPTABLE:		9	20.93%	
# NOT ADOPTABLE:		35	81.40%	
ANIMALS ISOLATED:		25	6.98%	
# DOGS:		4	16.00%	
#CATS:		21	84.00%	
ANIMALS DEAD IN PEN:		18	5.03%	
# DOGS:		15	83.33%	
#CATS:		3	16.67%	
ANIMALS D.O.A.:		2	0.56%	
# DOGS:		2	100.00%	
#CATS:		0	0.00%	
ANIMALS OTHER DISP.:		0	0.00%	
# DOGS:		0	ERR	
#CATS:		0	ERR	
ANIMALS TOTAL:		358	100.00%	
# DOGS:		309	86.31%	
#CATS:		49	13.69%	
MPD. FEE COLLECTED:		\$630.00	ANIMALS CARRIED OVER:	0
QUARANTINE FEE COLLECTED:		\$20.00	DATE CARRIED OVER:	
SCROW FEE COLLECTED:		\$650.00		
			INOC.OR DEPOSIT FEE:	\$540.00
			# DOGS:	27
PREPARED BY:		STEVE SMITH	#CATS:	0

SUMMARY OF ANIMAL CONTROL ACTIVITIES					
FOR:		EHAM			
MONTH OF:		MAY-2011			
TOTAL CREW HOURS:		578	CHG. IF APPLICABLE		
OVERTIME:		N/A			\$0.00
NUMBER OF DAYS:		72.25			\$0.00
# PATROL MILES:		0			
NO. OF WORK TICKETS:		450			
AVG. RESPONSE TIME:		N/A			
ANIMALS IMPOUNDED:		439	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE	
# DOGS:		294		\$0.00	
#CATS:		142			
ANIMAL EXPOSURES:		5	1.14%		
ANIMALS REDEEMED:		8	1.82%		
# DOGS:		7	87.50%		
#CATS:		1	12.50%		
ANIMALS SOLD/TRANSFERRED:		15	3.42%		
# DOGS:		13	86.67%		
#CATS:		2	13.33%		
ANIMALS EUTHANISED:		397	90.43%		
# DOGS:		268	67.51%		
#ADOPTABLE:		72	26.87%		
# NOT ADOPTABLE:		196	73.13%		
#CATS:		127	31.99%		
#ADOPTABLE:		17	13.39%		
# NOT ADOPTABLE:		110	86.61%		
ANIMALS ISOLATED:		60	13.67%		
# DOGS:		4	6.67%		
#CATS:		56	93.33%		
ANIMALS DEAD IN PEN:		18	4.10%		
# DOGS:		5	27.78%		
#CATS:		12	66.67%		
ANIMALS D.O.A.:		1	0.23%		
# DOGS:		1	100.00%		
#CATS:		0	0.00%		
ANIMALS OTHER DISP.:		0	0.00%		
# DOGS:		0	ERR		
#CATS:		0	ERR		
ANIMALS TOTAL:		439	100.00%		
# DOGS:		294	66.97%		
#CATS:		142	32.35%		
MPD. FEE COLLECTED:		\$120.00	ANIMALS CARRIED OVER:		0
QUARANTINE FEE COLLECTED:		\$40.00	DATE CARRIED OVER:		
SCROW FEE COLLECTED:		\$160.00			
			INOC.OR DEPOSIT FEE:		\$340.00
			# DOGS:		15
PREPARED BY:		STEVE SMITH	#CATS:		2

SUMMARY OF ANIMAL CONTROL ACTIVITIES					
FOR:		BHAM			
MONTH OF:		JUNE-2011			
		CHG. IF APPLICABLE			
TOTAL CREW HOURS:	640			\$0.00	
OVERTIME:	N/A			\$0.00	
NUMBER OF DAYS:	80.00				
# PATROL MILES:	0				
NO. OF WORK TICKETS:	497				
AVG. RESPONSE TIME:	N/A				
ANIMALS IMPOUNDED:		404	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE	
# DOGS:	300			\$0.00	
#CATS:	96				
ANIMAL EXPOSURES:	0	0.00%			
ANIMALS REDEEMED:	16	3.96%			
# DOGS:	16	100.00%			
#CATS:	0	0.00%			
ANIMALS SOLD/TRANSFERRED:	19	4.70%			
# DOGS:	16	84.21%			
#CATS:	2	10.53%			
ANIMALS EUTHANISED:	343	84.90%			
# DOGS:	250	72.89%			
#ADOPTABLE:	78	31.20%			
# NOT ADOPTABLE:	172	68.80%			
#CATS:	86	25.07%			
#ADOPTABLE:	13	15.12%			
# NOT ADOPTABLE:	73	84.88%			
ANIMALS ISOLATED:	51	12.62%			
# DOGS:	4	7.84%			
#CATS:	47	92.16%			
ANIMALS DEAD IN PEN:	23	5.69%			
# DOGS:	15	65.22%			
#CATS:	8	34.78%			
ANIMALS D.O.A.:	3	0.74%			
# DOGS:	3	100.00%			
#CATS:	0	0.00%			
ANIMALS OTHER DISP.:	0	0.00%			
# DOGS:	0	ERR			
#CATS:	0	ERR			
ANIMALS TOTAL:	404	100.00%			
# DOGS:	300	74.26%			
#CATS:	96	23.76%			
MPD. FEE COLLECTED:	\$180.00	ANIMALS CARRIED OVER:	0		
QUARANTINE FEE COLLECTED:	\$0.00	DATE CARRIED OVER:			
SCROW FEE COLLECTED:	\$180.00				
		INOC.OR DEPOSIT FEE:	\$112.00		
PREPARED BY:	STEVE SMITH	# DOGS:	6		
		#CATS:	0		

SUMMARY OF ANIMAL CONTROL ACTIVITIES			
FOR:	BHAM		
MONTH OF:	AUGUST-2011		
TOTAL CREW HOURS:	758		CHG. IF APPLICABLE
OVERTIME:	N/A		\$0.00
NUMBER OF DAYS:	94.75		\$0.00
# PATROL MILES:	0		
NO. OF WORK TICKETS:	513		
AVG. RESPONSE TIME:	N/A		
ANIMALS IMPOUNDED:	467	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE
# DOGS:	366		\$0.00
#CATS:	100		
ANIMAL EXPOSURES:	0	0.00%	
ANIMALS REDEEMED:	16	3.43%	
# DOGS:	15	93.75%	
#CATS:	1	6.25%	
ANIMALS SOLD/TRANSFERRED:	26	5.57%	
# DOGS:	23	88.46%	
#CATS:	2	7.69%	
ANIMALS EUTHANISED:	391	83.73%	
# DOGS:	305	78.01%	
#ADOPTABLE:	90	29.51%	
# NOT ADOPTABLE:	215	70.49%	
#CATS:	86	21.99%	
#ADOPTABLE:	21	24.42%	
# NOT ADOPTABLE:	65	75.58%	
ANIMALS ISOLATED:	58	12.42%	
# DOGS:	7	12.07%	
#CATS:	51	87.93%	
ANIMALS DEAD IN PEN:	30	6.42%	
# DOGS:	20	66.67%	
#CATS:	10	33.33%	
ANIMALS D.O.A.:	2	0.43%	
# DOGS:	1	50.00%	
#CATS:	1	50.00%	
ANIMALS OTHER DISP.:	1	0.21%	
# DOGS:	1	100.00%	
#CATS:	0	0.00%	
ANIMALS TOTAL:	467	99.79%	
# DOGS:	365	78.16%	
#CATS:	100	21.41%	
MPD. FEE COLLECTED:	\$390.00	ANIMALS CARRIED OVER:	1
QUARANTINE FEE COLLECTED:	\$0.00	DATE CARRIED OVER:	9/26/2011
SCROW FEE COLLECTED:	\$390.00	INOC. OR DEPOSIT FEE:	\$188.00
PREPARED BY:	STEVE SMITH	# DOGS:	13
		#CATS:	0

SUMMARY OF ANIMAL CONTROL ACTIVITIES					
FOR:		BHAM			
MONTH OF:		SEPTEMBER-2011			
TOTAL CREW HOURS:		719			CHG. IF APPLICABLE
OVERTIME:		N/A			\$0.00
NUMBER OF DAYS:		89.88			\$0.00
# PATROL MILES:		0			
NO. OF WORK TICKETS:		576			
AVG. RESPONSE TIME:		N/A			
ANIMALS IMPOUNDED:		507	PERCENT OF IMP.	BOARD CHG. IF APPLICABLE	
# DOGS:		409		\$0.00	
#CATS:		93			
ANIMAL EXPOSURES:		2	0.39%		
ANIMALS REDEEMED:		30	5.92%		
# DOGS:		29	96.67%		
#CATS:		1	3.33%		
ANIMALS SOLD/TRANSFERRED:		11	2.17%		
# DOGS:		11	100.00%		
#CATS:		0	0.00%		
ANIMALS EUTHANISED:		444	87.57%		
# DOGS:		355	79.95%		
#ADOPTABLE:		108	30.42%		
# NOT ADOPTABLE:		247	69.58%		
#CATS:		86	19.37%		
#ADOPTABLE:		36	41.86%		
# NOT ADOPTABLE:		50	58.14%		
ANIMALS ISOLATED:		47	9.27%		
# DOGS:		5	10.64%		
#CATS:		42	89.36%		
ANIMALS DEAD IN PEN:		17	3.35%		
# DOGS:		9	52.94%		
#CATS:		6	35.29%		
ANIMALS D.O.A.:		1	0.20%		
# DOGS:		1	100.00%		
#CATS:		0	0.00%		
ANIMALS OTHER DISP.:		4	0.79%		
# DOGS:		4	100.00%		
#CATS:		0	0.00%		
ANIMALS TOTAL:		507	100.00%		
# DOGS:		409	80.67%		
#CATS:		93	18.34%		
IMPD. FEE COLLECTED:		\$510.00	ANIMALS CARRIED OVER:		0
QUARANTINE FEE COLLECTED:		\$0.00	DATE CARRIED OVER:		
ESCROW FEE COLLECTED:		\$510.00			
			INOC.OR DEPOSIT FEE:		\$288.00
			# DOGS:		18
PREPARED BY:		STEVE SMITH	#CATS:		0

BID FORM

William Caffee
Assistant Purchasing Agent
City of Birmingham, Alabama

Submitted below is my firm bid for animal control and pound services, in accordance with the invitation to bid and specifications dated September 28, 2012. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

Description	City Cost/Month	County Cost/Month
Animal Control and Pound Services for City and County as specified		
Animal Control and Pound Services for City only as specified		
Animal Control and Pound Services for County only as specified		
Alternate		
Animal Control and Pound Services for City and County as specified except delete requirement of a minimum of one sweep (patrol) of each of the four (4) Public Works quadrants each day, Monday thru Friday as stated in Detailed Specification Section, Item #11		
Animal Control and Pound Services for City only except delete daily sweep of quadrants		
Animal Control and Pound Services for County only except delete daily sweep of quadrants		

Approx. Qty	Description	Unit Price
1 hr/month	Hourly rate per truck, driver and any/all other costs for special sweep patrol service as specified	\$ /hr
1 hr/month	Hourly rate per truck, driver and any/all other costs for emergency response services (after normal business hours) as specified	\$ /hr

NOTE: There is no usage history for special sweep patrols and emergency services. Therefore, bid an hourly rate based on a monthly usage of one hour/month. Service will be provided on an as needed basis. The County/City makes no guarantee as to the volume of services required under the contract.

BID FORM-cont'd

William Caffee
Assistant Purchasing Agent
City of Birmingham, Alabama

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority and women-owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS:

_____	_____
_____	Date of Bid
_____	_____
_____	Company
_____	_____
_____	Street Address
_____	_____
_____	City State Zip
_____	_____
_____	Post Office Box
_____	_____
Tax ID Number	City State Zip
_____	_____
Name (Please Print Legibly or Type)	Terms of Payment
_____	_____
Signature	Delivery Date
_____	_____
Title	Telephone Number
_____	_____
E-Mail Address	Fax Number
_____	_____